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PUBLIC EMPLOYMENT
RELATIONS BOARD

between

MARSHALLTOWN EDUCATION ASSOCIATION

and

THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

for the

SCHOOL YEAR

2007-2008

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AGREEMENT

The Board of Directors of the Marshalltown Community School District in the County of Marshall, State of Iowa (hereinafter referred to as the "Board") and the Marshalltown Education Association, an affiliate of the Iowa State Education Association and the National Education Association (hereinafter called the "Association"), on behalf of the Association and on behalf of the Employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Board hereby recognizes the Association as the certified, exclusive and sole bargaining representative, for the purpose of collective bargaining for all employees of the Board described in the Public Employment Relations Board certification issued in Case No. 116 on May 27, 1975, which designation includes duly certified classroom teachers, counselors, librarians, school nurses and special resource personnel and excludes the following: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Elementary Education, Department Coordinators, Director of Guidance, Girls Advisor, Athletic Director, paraprofessional staff, custodial and maintenance personnel, food service personnel, transportation department personnel, office clerical employees, supervisors and other personnel excluded by the Public Employment Relations Act. Throughout this Agreement, whenever the terms "Employee" or "Employees" are used, they shall refer to Employees within the bargaining unit, unless otherwise noted.

Section 2. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

Section 3. It is recognized by the Board and the Association that in view of the provisions of this Article I, Board Policy No. 400.1 shall be of no further force or effect.

ARTICLE II

GRIEVANCE PROCEDURE

Section 1. A grievance is a difference of opinion between the Board and an Employee or a group of Employees, or between the Board and the Association, with respect to the meaning, interpretation or application of any term or terms of this Agreement.

Section 2. (a) Every Employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. In the event a grievant does not wish the Association to represent the grievant, a representative of the Association may, nevertheless, be present at the second, third and fourth steps of the grievance procedure.

(b) The failure of an Employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or other Employees.

Section 3. (a) First Step.

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her principal.

(b) Second Step.

If the grievance cannot be resolved informally, the grievant shall file the grievance, in writing, using the grievance form, Schedule D, and, at a mutual agreeable time, discuss the matter with the principal. At this discussion, the grievant may be accompanied by a representative of his/her choice, if the grievant so desires. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to be in question and shall state the remedy requested. The filing of the formal written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance or the grievance shall be considered waived; provided, however, that if the Employee can establish that he/she did not know and should not have known of the occurrence of the event giving rise to the grievance within such period of ten school days, the grievance can be filed within five (5) school days after the Employee knows or should have known of the occurrence of the event, but in no case may the grievance be filed later than twenty (20) school days after the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the grievant and to the superintendent within ten (10) calendar days after receipt of the grievance.

(c) Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and, if he/she desires, a representative of his/her choice and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant, the Association, the principal and the Board.

(d) Fourth Step.

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial arbitration. The Association may submit in writing a request on behalf of the Association and the grievant to the superintendent within ten (10) school days from receipt of the step three

answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the Federal Mediation and Conciliation Service will be required to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel list until only one shall remain. The remaining name shall be that of the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and to decide the particular grievance submitted to him/her. He/She shall not have authority to add to, delete from or in any way modify, alter or amend any provisions of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Section 4. Group Grievance. If a grievance affects a group or class of Employees because of the existence of the same facts and issues, the Association may initiate such grievance by submitting the same in writing to the superintendent or his designee and the processing of such a grievance shall be commenced at step three. No individual Employee shall have any right to file or process a grievance on any issue which is the subject of a group grievance filed by the Association under this Section 4.

Section 5. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through the first three steps in the grievance procedure by the end of the school year, the time limit set forth above shall be proportionately reduced at each step of the procedure so that processing of the grievance through the third step can be accomplished not later than twenty (20) calendar days after the end of the school year.

Section 6. Neither the Association, the Board, the Administration, nor an Employee shall release information to the public media concerning a grievance until the grievance has reached the fourth step in the grievance procedure.

Section 7. No reprisals shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure as a result of participating in the grievance procedure.

ARTICLE III

DUES DEDUCTION

Section 1. Any Employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment form authorizing the payroll deduction of professional dues.

Section 2. Pursuant to such authorization, the Board shall deduct 1/12th of the total annual dues from the regular salary check of the Employee each month for a period of 12 months, beginning with the month of September and ending with the month of August in the following year.

Section 3. The dues deduction authorization shall be prepared in duplicate, shall be in substantially the form attached hereto as Schedule A and shall continue in effect for one year, unless revoked by the Employee, in writing, at any time by a thirty (30) day notice to the Board. A copy of any notice of revocation received by the Board shall be promptly submitted by the Board to the treasurer of the Association. New authorization forms shall be submitted to the Board not later than September 10 of each year. The Board shall assume no responsibility for the accuracy of the amounts authorized to be deducted and, in the event of any error, properly authorized corrections will be made only with respect to future deductions made.

Section 4. The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period and shall provide a list of the Employees for whom deductions were made.

Section 5. The Board shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from an Employee's salary earned.

Section 6. The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, including reasonable attorney fees, suits or other forms of liability and all court costs arising out of the authorization or revocation of dues deductions or arising out of compliance by the Board with directions received from the Association or any Employee with respect to such matters.

ARTICLE IV

OTHER PAYROLL DEDUCTIONS

Section 1. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for contributions to the United Way, for the Employee's share of group hospital and surgical insurance premiums, for premiums for tax-sheltered annuities, and for any other plans or programs jointly approved by the Association and the Board. Payroll deductions for tax-sheltered annuities shall commence within forty-five (45) days following receipt, by the Business Office, of the Employee's authorization.

Section 2. Employees extending authorization for any payroll deduction may rescind such authorization for any or all deductions by giving the Business Office a thirty (30) day written notice. Payroll deductions in such event shall be discontinued as of the second payday following receipt by the Business Office of the notification of rescission.

ARTICLE V**LEAVES OF ABSENCE**

Section 1. Sick Leave. At the beginning of each school year a total of 15 days of current sick leave allowance shall be credited to each Employee. In the event of personal illness or injury, the Employee will continue to receive pay at his/her regular rate until his/her sick leave is exhausted. Unused sick leave days shall be accumulated from year to year to a maximum of 200 days, from all sources. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Section 2. Immediate Family Illness. For the purpose of administering to the needs of relatives, all Employees shall be allowed fifteen school days in any one school year in the case of (i) hospitalization of the Employee's spouse, parent, spouse's parent, child, sister or brother, grandparent, grandchild or stepchild living with said Employee as a regular member of the Employee's household, (ii) outpatient surgery or major diagnostic or treatment procedures (such as, but not limited to, chemotherapy, radiation, dialysis, upper or lower gastro-intestinal tests, etc.) performed on any of such relatives and (iii) post-operative care or extended care placement, including hospice, with respect to any of such relatives, immediately following and associated with such outpatient surgery or major diagnostic or treatment procedures performed on such relatives. Absence for the first five days during the school year for these purposes shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave. In the case of any absence for these purposes in excess of five days in any one school year, the Employee shall reimburse the School District in an amount equal to the then daily pay for a substitute teacher in the Marshalltown Community School District, which reimbursement shall be made irrespective of whether or not the Employee is in a position for which a substitute is required. If a question should arise during the 2007-2008 school year as to the necessity for the Employee's presence in connection with the medical procedures contemplated by the foregoing immediate family illness leave provisions, the decision of the Employee's physician regarding such matter shall be controlling.

All Employees shall be allowed an aggregate of one school day in any one school year for the same purposes referred to in the preceding paragraph where the relative involved is the Employee's spouse's sister or brother or the Employee's son-in-law or daughter-in-law. Absence for these purposes shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave.

An Employee shall be allowed an aggregate of ten (10) days of leave per school year to permit the Employee to administer at home to the needs of the Employee's sick minor child or children or to permit the Employee to accompany the Employee's spouse, parent and/or a child for treatment in an outpatient status. The first two (2) days of absence during the school year for such purposes shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave. Any additional days of absence during the school year for such purposes, not to exceed an aggregate of eight (8) days, will be conditional upon the Employee reimbursing the School District, with respect to each such day of absence, in an amount equal to the then daily

pay for a substitute teacher in the Marshalltown Community School District, which reimbursement shall be made irrespective of whether or not the Employee is in a position for which a substitute is required. Leaves will be granted under this paragraph only in those situations where the Employee continues to be responsible during the absence for lesson plans and overall continuity of the Employee's classroom.

Section 3. Maternity Leave. (a) Any pregnant Employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected and that she is physically capable to continue to perform her duties.

(b) The determination of the commencement and termination dates of maternity leave shall be established after consultation with the Employee, her personal physician and the Superintendent. If the Employee plans to return to work following childbirth, she shall report to work within 28 days following a vaginal delivery or 42 days following a caesarean section, unless resumption of duties within that time period is not medically advisable, as hereinafter provided. The first day of the 28 day or 42 day period shall be the date of birth, provided the Employee did not work that day.

(c) Paid sick leave benefits for maternity to the extent of an Employee's accumulated earned sick leave shall be paid only during the time of the maternity leave, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

(d) The Employee shall submit a letter to the Superintendent with an estimation of the commencement date of the maternity leave. Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reason upon application of the Employee to the Superintendent. An application shall be accompanied by the statement of the Employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

(e) The determination of whether the Employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the Superintendent, the Employee and, if necessary, the Employee's physician and may also be in consultation with a physician of the Board's selection. In the event of a difference of opinion between the Employee's physician and the Board's physician, a third physician (chosen by the Employee and the Board or in the event they cannot agree, by the Marshall County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

(f) A leave of absence beyond the specified period of maternity leave for pregnancy and childbirth may, but need not, be granted without salary or sick leave benefits for a period not to exceed one year.

(g) If the date for the resumption of duties following an extended leave of absence as referred to in subparagraph (f) above would interfere with the administration of the school or the continuity of the educational process, the

requested date may be changed by the Superintendent to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

(h) The provisions of this Section 3 shall not be applied so as to conflict with the provisions of H.F. 580, as enacted by the 1987 regular session of the Iowa Legislature.

Section 4. Personal Leave. (a) All Employees shall be granted two paid personal leave days during each school year; provided, however, that after completion of the first school year of employment, there shall be deducted from the Employee's compensation, with respect to the second day of such personal leave days, an amount equal to the then daily pay for a substitute teacher in the Marshalltown Community School District, which deduction shall be made irrespective of whether or not the Employee is in a position for which a substitute is required. The leave day for which the Employee must reimburse the District for the cost of a substitute shall not accumulate, but all other unused personal leave days shall be accumulated from year to year to a maximum of six (6) days. After six (6) days have accumulated, accrued personal leave days thereafter accumulating will be added to the Employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed 200.

(b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-school hours or on non-school days. Personal leave shall be at the discretion of the Employee but in order to assure adequate staffing of the school, any Employee desiring personal leave shall submit a request for the same in writing to the Employee's principal at least five (5) days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by phone with the written statement presented to the principal upon the Employee's return. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the principal will honor such request, based upon the availability of adequate substitutes on a first come, first served basis.

(c) While ordinarily, in the absence of an emergency, personal leaves will not be granted for the day immediately preceding or the day immediately following a holiday or the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period, when requests for leaves on such days have been submitted 30 days in advance to the Superintendent, such requests will be considered so long as the number of requests for one day do not cause a staffing problem within any school. In the event of such a problem, such requests will be honored based upon the availability of adequate substitutes on a first come, first served basis. No personal leave of absence shall be allowed or recognized during any form of a work stoppage.

Section 5. Jury Duty Leave. (a) Any Employee called for jury service shall be entitled to jury duty leave for the days the Employee has been summoned. The Employee shall receive for each day of jury service the

difference between the Employee's normal salary for that day and the compensation received for such jury service.

(b) Subject to the exception set forth in Section 5(c), any Employee subpoenaed for a court appearance in a judicial proceeding in which neither the Employee nor the Association is a party shall be entitled to Jury Duty Leave as provided in Section 5(a) above.

(c) Any Employee who is a party to a criminal or civil litigation arising out of and in the course of his or her school employment shall be entitled to Jury Duty Leave for all subpoenaed court appearances under the provisions of Section 5(a) above.

Section 6. Leave for Association Activities. When arrangements are made at least one week in advance, a leave may be granted by the Superintendent to permit not more than seven (7) Employees to be gone for not more than two (2) days each during each school year in order to attend the Iowa State Education Association delegate assembly. Such leaves shall be without loss of pay and substitutes for three (3) of such Employees shall be provided by the Board and substitutes for any number of Employees in excess of three (3) shall be provided by the Association. An aggregate of ten (10) days of leave will be allowed during the school year for other Association business, provided a substitute is available for any Employee desiring such leave. Such leave shall be without loss of pay, but the Association shall reimburse the District for the substitutes for the first five (5) days of such leave. All Employees will be expected to pay their own travel and meeting expense.

A leave of absence without pay for up to three (3) years may be granted to any Employee for the purpose of serving as a duly elected officer of the Iowa State Education Association or the National Education Association. Upon return to employment following the completion of such leave, any sick leave and any unused personal leave accrued by the Employee prior to such leave shall be reinstated and the Employee shall resume the same position on the salary schedule as he/she occupied at the commencement of such leave.

Members of the Association's bargaining committee, consisting of not more than seven (7) Employees, including the Association President or his/her designee, shall be granted paid leaves of absence for the purpose of attending any meetings with a mediator or arbitrator held during regular school hours which relate to impasse procedures. The Board shall be reimbursed by the Association for the cost of the substitutes for such Employees.

Section 7. Professional Leave. Attendance at educational meetings or visiting other schools to observe specific programs may be permitted without loss of pay (and substitutes shall be provided by the Board) if such absence is approved by the principal and superintendent. If any Employee wishes to be absent from duty for a brief period to attend a professional meeting or to visit other schools to observe specific programs, a written request for approval of such absence must be submitted to the principal at least three (3) school days prior to the anticipated absence. Employees attending such meetings shall pay their own expenses unless attendance at such meeting is required by the Board or unless, in accordance with past practice, such expenses are covered, in whole or in part, by funds from the Building Budget

Allocation.

Section 8. Bereavement Leave. In the case of a death in an Employee's immediate family, the Employee shall be granted permission to be absent from duty for not more than five (5) school days for attendance at the funeral and for any other purpose directly arising out of the death. For the purpose of the foregoing, an Employee's immediate family is defined as the Employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, spouse's parents, spouse's brothers and sisters, and a spouse's child by a former marriage.

In the case of the death of the grandparents or grandchildren of the Employee and his/her spouse, the Employee shall be granted permission to be absent from work for not more than two (2) days in order to permit the Employee to attend the relative's funeral.

In the case of the death of the uncle, aunt, nephew, niece, or first cousin of the Employee and his/her spouse or the Employee's brother-in-law or sister-in-law, the Employee shall be granted permission to be absent from work for not more than one day in order to permit the Employee to attend the relative's funeral.

No deduction of pay shall be made for absences due to bereavement leave granted under this Section 8.

Section 9. Public Office. A leave of absence without pay and without the continuation of any fringe benefits, not to exceed six years, may be granted to an Employee upon application, for the purpose of permitting such Employee to serve in an elective public office at the state or national level.

Upon return to employment following the completion of such leave, any sick leave and any unused personal leave accrued by the Employee prior to such leave shall be reinstated and the Employee shall resume the same position on the salary schedule as he/she occupied at the commencement of such leave.

Section 10. Educational Improvement Leave. A leave of absence without pay may be granted for a maximum period of one year to permit an Employee who has served a minimum of five full school years in the Marshalltown Community School District to pursue a course of advanced study within his/her area of professional competence. All educational improvement leaves must be approved by the Board. No Employee on an educational improvement leave will accrue credit for the period of absence for purposes of advancing on the salary schedule.

Section 11. Adoption Leave. (a) An Employee may be granted a paid leave of absence, not to exceed a total of ten (10) consecutive working days, in the case of the Employee adopting a child. Such paid leave days shall be charged to the Employee's accrued sick leave.

(b) Application for a leave of absence due to an adoption shall be submitted in writing by the Employee to the building principal and to the Superintendent as far in advance of the contemplated leave period as possible. Such application shall state whether or not the Employee plans to work up to the time the child arrives and whether the Employee plans to return to work

following arrival of the child.

(c) A leave of absence beyond the ten (10) day period referred to in subparagraph (a) above may, but need not, be granted without salary or sick leave benefits for a period not to exceed one year.

(d) If the date for the resumption of duties following an extended leave of absence as referred to in subparagraph (c) above would interfere with the administration of the school or the continuity of the educational process, the requested date may be changed by the Superintendent to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

Section 12. Notification of Accumulated Days. Each Employee shall be notified in writing not later than the first Friday in September following Labor Day of his/her accumulated sick leave days and personal leave days.

Section 13. Leave Without Pay. Absence without pay may be authorized by the Superintendent for purposes which are considered urgent and necessary. For such absences, deductions from the Employee's salary will be made.

The Employee shall make application for authorization at least ten days in advance of the occurrence or, if advance application is not possible, not later than ten days after the occurrence.

Upon written request, for the purpose of vacation or recreation, certified Employees may be allowed a maximum of two days each school year; cumulative to a total of four days.

Section 14. Discretionary Leave. In the event of a life threatening or catastrophic medical situation (intensive care, final stages of an incurable disease, or incapacitating illness) incurred by an Employee, an Employee's spouse, an Employee's child or an Employee's stepchild living with said Employee as a regular member of the Employee's household, the Employee may, after exhausting all other applicable leaves, apply to the Superintendent or his/her designee for paid leave not to exceed 20 contract days in any one school year. In the event of such leave, the Employee will be responsible for reimbursing the District for each day of such absence in an amount equal to the then daily pay for a substitute teacher in the Marshalltown Community School District, which reimbursement will be made irrespective of whether or not the Employee is in a position for which a substitute is required.

ARTICLE VI

EMPLOYEE WORK YEAR

Section 1. Contracts with certified personnel shall be in writing and shall state the length of time the contract is in force, the total compensation for the contract period, together with the schedule of periodic payments. Such contract shall be approved by the Board, signed by the Employee, president and

secretary of the Board and filed with the secretary. Teachers' contracts will extend over a period of one hundred ninety (190) days. Such days may be used for teaching, for parent-teacher conferences, workshops, institutes, conventions, etc., as the Board may determine, but one (1) of such days shall be a non-mandatory teacher preparation day. No parent-teacher conference and/or report cards will be required until completion of the equivalent of one-half (1/2) work day near the end of the nine-week reporting period.

Section 2. The Board shall promptly notify the Association and each Employee as to the vacation periods during the 2007-2008 school year as soon as the school calendar has been set for that year.

ARTICLE VII

EMPLOYEE HOURS AND LOAD

Section 1. The normal hours of building operation shall be from 8:00 a.m. to 4:00 p.m. on Monday through Thursday and from 8:00 a.m. to 3:30 p.m. on Friday, and, unless other arrangements have been made with the principal, teachers are expected to be present in their respective buildings during such hours. Variations or changes in such hours of operation may be made by the Administration as may, in its discretion, be necessary or convenient to carry out the objectives or to satisfy the needs of a particular program or programs.

All such changes shall be reported to the superintendent. The Administration shall also have the authority and discretion to schedule meetings, supervisory duties or extracurricular assignments during the regular school day and at times other than between the hours of 8:00 a.m. and 4:00 p.m.; provided, however, that if parent-teacher conferences are scheduled, on a building-wide basis, during other than the normal school day, teachers participating in such scheduled conferences shall be entitled to be absent on an in-service day for a period of time equal to the period of time scheduled for such conferences; and provided further that Employees shall not be required to serve on the District's curriculum materials selection committee and if an Employee refuses to serve, such refusal shall be without any prejudice to the Employee in connection with other employment rights and responsibilities.

Section 2. (a) Supervisory assignments outside of the normal hours of building operation pertaining to athletic and fine arts programs may be made in the discretion of the Administration as necessary to meet the requirements of such programs. Before requiring an Employee to fill more than two (2) such assignments during any one school year, an effort will be made to obtain suitable volunteers therefor and no Employee shall be required to perform more than three (3) such assignments during any one school year.

(b) Employees performing more than two (2) supervisory assignments per school year, whether required or by mutual consent, shall receive compensation, for each assignment in excess of two (2), at the rate of not less than \$15.00 or not more than \$35.00 for each such assignment. If it is necessary to require an Employee to fill more than two (2) assignments per school year, as much advance notice as is reasonably possible will be given to the Employee involved. The administration shall, over a reasonable period of time, attempt to equalize as much as practicable among all Employees involved the aggregate

time devoted to supervisory assignments.

(c) Employees desiring to work paid assignments may do so without limitation, but the Board reserves the right to select the Employees who are to perform such assignments.

(d) An Employee shall not be required to accept a supervisory assignment during the Thanksgiving, Christmas and Spring Break vacation periods but an Employee who consents to such an assignment will receive double credit against the required supervisory assignments provided for herein.

(e) Employees may, with the consent of the building principal, exchange supervisory duties or assignments or make arrangements with other Employees if notification of such changes is given to the building principal or his/her designee in advance of the event.

(f) Part-time Employees shall be assigned supervisory duties prorated on the basis of contracted employment.

(g) Employees teaching in the elementary level shall not be required to accept assignments outside of the elementary level and Employees teaching in the lower and upper secondary level shall not be required to accept assignments outside of their assigned secondary level. This shall not preclude Employees selected by the Administration from volunteering for cross-level assignments.

(h) The term "supervisory assignment" does not include time spent on a voluntary basis by coaches or other interested personnel in assuring the smooth operation or functioning of any particular activity.

Section 3. Meetings involving all of the faculty and staff at any one building may be called by the Administration as required from time to time but such meetings will not last for more than 60 minutes or beyond 4:30 o'clock p.m., whichever comes earlier, but the 60-minute requirement shall not apply in those cases where school has been dismissed early in order to provide for additional meeting time. Neither shall the above time limits apply in the event those in attendance at the meeting voluntarily desire to continue the same in order to complete the business then being considered.

Section 4. When an Employee is required by the Administration to be present at I.E.P. meetings and/or conferences occurring outside the normal hours of building operation, the Employee shall be permitted time off either on that same day or on some other day mutually agreed to by the Employee and his/her building principal equal to the amount of time outside of the normal hours of building operation that such Employee was required to be present. This provision does not apply to Employees who are present at such I.E.P. meetings and/or conferences on a voluntary basis.

Section 5. In the event that schools in the District are closed by the superintendent because of snow or other inclement weather, no Employee will be required to report for duty, but Employees may, if they so desire, voluntarily report for work.

ARTICLE VIII

EMPLOYMENT AND ASSIGNMENTS

Section 1. Each Employee, who has a change in assignment for the forthcoming school year, shall be given written notice of such change as early as possible but not later than thirty (30) calendar days prior to the commencement of the school year, subject to further change if unanticipated conditions arise necessitating a change.

ARTICLE IX

REDUCTION OF STAFF

Section 1. (a) For purposes of this Article IX, seniority shall be defined as the total number of consecutive years of full-time and part-time employment by the Marshalltown Community School District; provided, however, that seniority shall be accrued on a pro-rata basis (full-time equivalency) for all part-time Employees. Seniority shall commence as of the first day of performance of services for the Board under an employment contract and will not accrue during summer school employment nor during any period of lay-off. Seniority shall not be interrupted by periods of approved leaves of absence so long as the Employee has performed services on a regular basis during the equivalent of at least one full semester during the school year. In all other cases, seniority shall not be broken by an approved leave of absence but no additional seniority shall accrue during such period of leave.

(b) Seniority shall apply in the employment areas referred to in Section 2(e) below and in determining such seniority in the case of Employees who have transferred, for any reason, on a permanent basis, from one employment area to another, seniority shall be retained and shall continue to accrue in the former employment area and shall also accrue in the new employment area, all for a period of five (5) years and upon completion of the fifth year of service in the new employment area, all seniority shall be transferred to and shall apply only in the new employment area.

Section 2. When in the sole, exclusive and final judgment of the Board, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the Administration, given the necessity to hire and/or maintain the most competent and qualified staff available, in the interests of perpetuating the highest quality educational program possible, shall make such reduction, primarily on the basis of seniority, subject to the Board's right to deviate in order to maintain existing programs, in accordance with the following procedure:

(a) Employees with emergency and/or temporary certificates will be the first to be laid off. If the reduction at this step is insufficient to accomplish the needed reduction--

(b) Part-time Employees will be the next to be laid off, irrespective of the amount of accrued seniority. If the reduction at this step is insufficient to accomplish the needed reduction--

(c) Employees in the area(s) where the reduction is needed shall be laid off in accordance with their seniority, as defined below.

(d) For purposes of this Article IX, Employees with less than three full years of employment by the Marshalltown Community School District shall not acquire seniority and may be laid off or terminated at the discretion of the Board unless such Employee has previously completed a probationary period of employment for another school district in Iowa, in which event such Employee with less than one full year of employment in the Marshalltown District shall not acquire seniority and may be laid off or terminated at the discretion of the Board. Upon completion of the Employee's probationary period (whether for three years or one year), seniority shall be recognized on a retroactive basis back to the first day of performance of services as specified above.

(e) Seniority shall apply system-wide within each employment area. The areas of employment are:

1. Elementary Classroom/Middle School Endorsed (K-8)
2. Secondary Departments (7-12). (Each of the secondary departments, e.g., Language Arts, Mathematics, Science, Social Studies, Foreign Languages, Industrial Technology, Family Consumer Science, Drivers Education, Business Education and Career and Technical Education are separate employment areas). (Must meet state certification requirements).
3. Early Childhood
4. Special Reading
5. Elementary Guidance Counselor (K-6)
6. Secondary Guidance Counselor (7-12)
7. Elementary Media Specialist (including librarian and audio-visual personnel) (K-6)
8. Secondary Media Specialist (including librarian and audio-visual personnel) (7-12)
9. School Nurses
10. Teachers of Special Disabilities
11. Vocal Music (K-6); (7-12)
12. Instrumental Music
13. Physical Education (K-6); (7-12)

14. Art (K-6); (7-12)

15. English-as-a-Second Language (ESL) Instructor

(f) In the event that a reduction will occur between or among Employees who have equal seniority, the following procedures will be utilized to determine the Employees to be laid off:

1. The Employee with the lesser degree will be laid off first.
2. As between Employees with the same degree, the Employee with the fewer additional approved hours of credit will be laid off first.
3. Any further necessary reductions will be based upon the relative skill, ability, competence and qualification of the Employees involved and the judgment of the Board will be determinative.

(g) Employees laid off in accordance with the foregoing procedures shall be entitled to recall rights in accordance with the provisions of Section 3 hereof; provided, however, that probationary, temporary and regular part-time Employees shall have no recall rights. (For the purposes of this provision, a "regular part-time Employee" is any part-time Employee other than one who formerly was a full-time Employee and who has been reduced to a part-time position as a result of a reduction in staff).

(h) In applying the layoff procedures described above, an Employee's extracurricular assignments may be taken into account in determining whether or not his/her continued employment is necessary in order to maintain an existing program.

(i) One hundred copies of the seniority list by employment area will be prepared by the Board and furnished to the Association as of November 1 of each year. The seniority list shall include the Employee's name, employment area, date of employment and number of years of seniority accrued.

Section 3. Any Employee laid off pursuant to the foregoing section, other than those excluded from recall rights under Section 2(g) above, shall, for a period of two years following the effective date of lay-off, be entitled to be recalled to the position which he/she vacated or to any other position which becomes available provided the Employee has previously performed such other position as a regular, full-time assignment and is also qualified to perform all extracurricular aspects of such other vacant position. Subject to the preceding sentence, recall shall be made in the inverse order of seniority.

Any Employee recalled to an available position shall notify the Board in writing of his/her acceptance of the position not later than ten (10) calendar days after receipt of a certified mail letter from the Board notifying him/her of such recall, unless such notification is received by the Employee between August 15 and the commencement of school, in which event the Employee must notify the Board in writing of his/her acceptance of this recall within five (5) calendar days after receipt of such notification. Failure of the Employee to notify the Board of his/her acceptance of the recall shall be deemed to be a rejection of the same and the Employee shall have no further recall rights.

Section 4. The Board shall provide written notice to the Association and to each Employee who may possibly be affected by reduction no later than April 30 preceding each school year.

Section 5. All Employees who are recalled shall, upon such recall, have seniority rights and all unused sick leave and personal leave accrued by him/her prior to lay-off reinstated and shall resume the same position on the salary schedule as he/she occupied at the time the lay-off began. For purposes of this provision, a lay-off begins as of the first day of the school year following the written notice referred to in Section 4 above.

ARTICLE X

HEALTH PROVISIONS

Section 1. Physical examinations shall be required of all Employees in accordance with the requirements of the State of Iowa, Department of Public Instruction. Each Employee may select his/her own physician for purposes of such examinations and the results of the examinations will be submitted to the Board on a form prescribed by the Superintendent. The examination and the submittal of the form shall occur upon the Employee's initial appointment. The Board shall have no responsibility for the cost of required physical exams, the cost of the same to be submitted by the Employee through the group hospital and surgical insurance plan as set forth in Article XVI.

Personnel whose physical well-being may be in doubt in the opinion of the Administration shall present satisfactory examination results when requested to do so. The same examination form shall be utilized in this instance as is used for the regular routine examination.

All personnel shall be required to undergo a tuberculosis skin test examination at the beginning of service and the cost of which shall be borne by the Board. In the event of a positive skin test examination, the Board may require a follow-up x-ray examination, the cost of which will be borne by the Board.

Any Employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

ARTICLE XI

SAFETY PROVISIONS

Section 1. The Board shall provide each Employee with a serviceable desk and chair. The Board shall also provide non-prescription goggles or safety glasses in the shops area, without charge to the Employees. Employees will exercise due care for the proper safekeeping and maintenance of any safety devices furnished by the Board.

Section 2. An Employee who, in the course of employment, suffers a personal injury causing temporary total disability, or a permanent partial or total disability, resulting from an episode of violence toward that Employee, for which workers' compensation under Chapter 85 of the Iowa Code is payable, shall be entitled to receive workers' compensation, which the District shall supplement in order for the Employee to receive full salary and benefits for the shortest of the following periods:

- (a) One year from the date of the disability.
- (b) The period during which the Employee is disabled and incapable of employment.

An Employee shall not be required to use accumulated sick leave or vacation during such period of disability. The Board may require the Employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of such leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave.

Section 3. Whenever any civil action for damages is brought against an Employee arising out of the performance of the Employee's assigned duties, pursuant to Board policy, the Board shall, within the scope of the public liability insurance coverage carried by the Board, provide the Employee with a legal defense and with indemnification for actual damages assessed against the Employee, excluding any indemnification for punitive or exemplary damages. The Board agrees to continue to carry general comprehensive liability, legal liability and umbrella insurance coverage.

Section 4. Employees shall immediately report cases of assault suffered by them in connection with their employment to the building principal or other immediate supervisor and, at the Employee's discretion, to the police.

ARTICLE XII

EMPLOYEE EVALUATION

Section 1. During the term of this Agreement, evaluation of teachers shall be accomplished by utilizing exclusively the teacher evaluation procedures developed cooperatively during the 2004-2005 school year, as set forth in the Teacher Evaluation Process. No modification shall be made in these procedures during the term of this Agreement without full and complete discussion between the Administration and representatives of the Marshalltown Education Association. The representatives of the Marshalltown Education Association shall be designated by the Association president and no changes in procedures shall become effective until approval by the Association's collective bargaining committee.

Section 2. Prior to September 15, the building principal or the principal's designee shall acquaint each employee assigned to the site with the revised evaluation process. A printed booklet on the evaluation process will include information on procedures, criteria, and instruments, and will be

distributed to all employees. No formal observations shall take place until at least five (5) days after such notification.

Section 3. First and second year employees will be formally observed at least three (3) times during the school year. The Comprehensive Summative Evaluation form will be used as the evaluation tool for all first and second year beginning teachers.

Section 4. All career teachers in the District will participate in a Performance Review at least once during each three years of employment and in annual reviews regarding individual career development plans. At least one formal observation will be held as part of the Performance Review.

Section 5. Comprehensive Evaluation Forms and Performance Reviews shall be in writing. Three (3) copies of each form shall be signed by the evaluator and the employee. Each shall receive a copy, and one copy shall be sent to the Associate Superintendent and placed in the employee's personnel file. Signature of the employee shall indicate awareness of the contents, but not necessarily indicate agreement. If an employee does not agree with the contents of the formal evaluation summary, he or she may file a written response. The response shall be signed by the employee and the evaluator to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary. Under no circumstances shall the content of a formal evaluation summary be subject to the grievance procedure under this Agreement except as may be permitted under Section 279.14(2) of the Code of Iowa, as construed by the Iowa Supreme Court in the case of Waterloo Community School District v. Public Employment Relations Board, 650 N.W.2d 627 (Iowa 2002).

Section 6. A conference will be held with the employee before submitting a written evaluation summary to the central office. Conferences shall be held with each employee experiencing a comprehensive evaluation or a performance review.

Section 7. An employee may review the materials contained in his/her personnel file provided that the superintendent or designee is present. A representative of the Association, at the employee's request, may accompany the employee in this review. Confidential credentials and letters of recommendation shall be exempt from review. The employee shall have the right to respond in writing or to reproduce any evaluation material contained in the personnel file.

ARTICLE XIII

TRANSFERS

Section 1. Changes in assignment may be made by the Superintendent but may be initiated by other administrative staff members. Such changes in assignment should reflect the best interest of the school district first and the convenience of the Employee second. All such re-assignments shall be made with the full knowledge of all parties related to the transfer. In the event of an involuntary transfer, the Employee shall meet with a representative of

the administration and, if the Employee desires, a representative of the Association and the reasons for such transfer shall be explained to the Employee prior to the transfer being made. As used in this Article XIII, the term "transfer" refers to changes in building assignment and not to changes in grade and/or subject assignment within the same building. Changes of the latter nature may be made by the administration after consultation with the Employees affected by the change.

Section 2. Employees may apply for a change in grade and/or subject assignment. Transfer to another building may also be requested. Such applications or requests shall be in writing to the superintendent and shall include the grade and/or subject to which the Employee desires to be assigned and the school or schools to which the Employee desires to be transferred. Any re-assignments or transfers made as the result of such requests shall be made with the full knowledge of all parties related to the re-assignment or transfer. The Board will notify the Association when, as and if it becomes aware of any vacancies.

Section 3. In connection with filling any vacancy within the bargaining unit resulting from death, resignation, termination of any Employee or the creation of a new position, a notice of vacancy will be posted by the building principals where other notices to Employees are usually posted. Interested Employees may apply for such opening within five (5) working days after the posting of the vacancy. During the summer months, vacancy notices will be posted on the bulletin board at the central office, copies of which will be sent to the Association president.

ARTICLE XIV

SENIORITY PROVISIONS

Section 1. When two or more applicants desire the same extracurricular position, including summer school positions, and skill, ability, qualifications and subject matter competence are relatively equal in the sole and exclusive judgment of the administration, seniority will prevail in the making of the assignment.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1. Effective September 1, 1976, for only those Employees who then are in compliance with the barrier credit requirements previously in effect, Employees will be required to attend summer school or otherwise complete five (5) semester hours of college credit, acceptable to the Board, on the following schedule:

- (a) Employees with less than a Bachelor's Degree, once every ten years;

- (b) Employees with a Bachelor's Degree, but less than a Master's Degree, once every six years;
- (c) Employees with a Master's Degree, and/or a Permanent Professional Certificate, once every ten years.

Credits must be earned during the cycle starting September 1 of initial employment year to August 31 at the end of the sixth (BA) or tenth (MA) year of employment.

Failure to comply with the above requirements will cause the Employee to forfeit further advances on the salary schedule. If the Employee is already on the highest step of the schedule in the training bracket, he or she will automatically drop back one step on the schedule and remain there until the requirement has been completed; provided, however, that the provisions of this sentence shall have no application with respect to Employees who have reached the top salary step of the "MA+30," "MA+45" and "Ph.D" categories. Employees who are not in compliance with the previously existing barrier credit requirements as of September 1, 1976, must first bring themselves current under such standards before the above schedule will apply to them.

Section 2. Staff members in good standing relative to this article are excluded from the requirement upon reaching their sixtieth (60th) birthday.

Section 3. Staff members must verify all professional study by the presentation of official records or transcripts. Reclassification on the salary schedule must be requested and verified by August 1 of each school year; provided, however, that if the official records or transcripts are not available by that date, a written statement from the Employee that courses have been satisfactorily completed will be accepted, subject to verification by official records or transcripts, which are to be furnished to the Administration not later than September 30 of each school year.

Section 4. Summer, Saturday, or after school workshops or curriculum projects planned by the administration could earn participating teachers barrier credit. Credit granted for such participants would be determined by the administration.

ARTICLE XVI

GROUP INSURANCE

Section 1. (a) The group hospital and surgical insurance coverage for all Employees will be continued in effect with the equivalent of a Wellmark Blue Cross/Blue Shield Alliance Select Plan with the following additional features: (i) HMO-style benefits; (ii) 60 outpatient visits and 30 inpatient days for mental health conditions and chemical dependency and (iii) \$2,000,000 lifetime benefit maximum. Such insurance will provide for a \$100 single/\$200 family maximum out-of-pocket expense. Such benefits will be funded in accordance with the provisions of Section 11 of this Article XVI, using the controlled self-funded concept. Full-time Employees with single coverage will not have to make any contribution to the cost of such insurance coverage.

Full-time Employees with family coverage will contribute to the cost of such coverage in an amount equal to the full cost of such coverage less the amount paid by the Board for single coverage and less the amount of the Board's contribution for dependent coverage as specified under Section 2 of this Article XVI. The balance of the cost of such family coverage will be paid by the Board. In addition, the Board will pay, on behalf of any part-time Employee, a pro rata portion of the amount paid by the Board for single coverage on behalf of a full-time Employee and the part-time Employee will assume the balance of the cost for whatever coverage, single or family, the part-time Employee may elect. Part-time Employees will not be entitled to any portion of the allowance toward dependent coverage referred to in Section 2 of this Article XVI. The general features of the group hospital and surgical insurance coverage and exclusions applicable thereto are described in Schedule H attached hereto and by this reference thereto made a part hereof.

(b) Effective July 1, 2007, Employees have the option to select a less comprehensive insurance plan (Blue Advantage) than the one referred to in Section 1(a) above with any cost savings to the District being converted to a tax-sheltered annuity contribution on behalf of Employees with single coverage and, in the case of Employees with family coverage, by a reduction in the amount of the Employee's contribution to the family insurance plan in an amount equal to the net cost savings to the District.

(c) Attached hereto as Schedule I is a description of the essential features of the Blue Advantage Alternate Plan referred to in Section 1(b) above and attached hereto as Schedule J is an illustration of the application of the net savings to the District, effective July 1, 2007, as a result of an Employee electing the Blue Advantage Alternate Plan.

(d) An Employee may give notice to the District at any time of revocation of his/her election to accept the optional insurance program described in Section 1(b) above but such revocation shall only be effective as of July 1, 2008 or as of any July 1 thereafter. Following revocation, the Employee will revert to being covered by the standard plan then in effect for District employees and the tax-sheltered annuity feature for Employees with single coverage and the reduction in the insurance contribution for Employees with family coverage described herein shall be discontinued with respect to any Employee revoking participation in the optional insurance program as of the end of June preceding the effective date of revocation.

(e) The Blue Advantage Alternate Plan described above is available only if at least ten percent (10%) of the Employees eligible to participate elect such Plan.

Section 2. The Board will pay Two Hundred Forty-five Dollars (\$245.00) per month per family toward the cost of whichever group hospital and surgical insurance plan for dependent coverage is selected by the Employee with the balance of such cost being paid by the Employees which may be deducted from the salaries of Employees.

Section 3. (a) Full-time certified Employees and their eligible dependents will be covered by the Blue Rx \$5.00 generic/\$10.00 non-generic deductible prescription drug plan, with the Employee paying the difference

between generic and name-brand drugs, unless the prescription reads D.A.W.: "Dispense As Written." The Board will pay the full designated cost for such coverage. In addition, the Board shall pay on behalf of any part-time Employee a pro rata portion of the amount paid by the Board for single coverage under the group prescription drug plan with the Employee assuming the balance of such cost for whatever coverage, single or family, the Employee may elect. Prescription drugs are those drugs required to bear the legend: "Caution: Federal Law Prohibits Dispensing Without A Prescription." The general features of the drug plan and the exclusions applicable thereto are described in Schedule E attached hereto and by this reference thereto made a part hereof.

(b) The drug coverage for those Employees electing the Blue Advantage Alternate Plan is reflected on Schedule I.

Section 4. The long-term disability program as in effect during the 2006-2007 school year, will be continued in effect during the 2007-2008 school year. The maximum monthly benefit under the long-term disability coverage shall be \$3,000.00.

Section 5. The Board will continue in effect on a self-funded basis, a dental insurance program described as Blue Dental Insurance, the general features of which, including an annual maximum benefit of \$1,000.00 and a lifetime orthodontic maximum benefit of \$1,500.00, are described in Schedule F attached hereto and by this reference thereto made a part hereof. The Board will contribute to the insurance pool referred to in Section 11 of this Article XVI, for full-time certified Employees, the designated rate for single coverage for such dental insurance program plus Twelve Dollars (\$12.00) per month per family for those electing family coverage. The balance of the designated rate for family coverage will be paid into the insurance pool by the Employee which additional amount may be deducted from the salaries of such participating Employees. The Board shall also pay into the insurance pool on behalf of any part-time Employee a pro rata portion of the amount paid by the Board for single coverage on behalf of a full-time Employee and the part-time Employee will assume the balance of the cost for whatever coverage, single or family, the part-time Employee may elect. Employees electing group dental insurance coverage for their eligible dependents must make such election between August 15 and September 15, with an effective date of October 1.

Section 6. Each Employee who is employed to work on at least a half-time basis shall be covered by a group term life insurance policy paid for by the Board that provides a death benefit of \$20,000.00 with double indemnity in the event of accidental death. The Board shall attempt to arrange for a life insurance program that allows each Employee covered by group term life insurance the option to increase his or her coverage by an additional \$50,000.00 at the Employee's expense, to be deducted from the Employee's salary if so desired by the Employee. Any such option shall be made available each year on the anniversary date of the policy.

Section 7. Group hospitalization, surgical, prescription drug, dental and vision care coverage becomes effective as of the anniversary date of the policies, July 1 of each year. Employees new to the District after July 1, 2006 shall be covered by the policies as of the first day of the month following their commencement of active work for the District.

Section 8. Employees who are on Board-approved leaves of absence may continue their group insurance coverage for the duration of their leaves by paying to the Board for deposit in the insurance pool the full amount of the designated rate for such coverage.

Section 9. The Board will provide a vision care group insurance program, the general features of which are described in Schedule G, attached hereto and by this reference thereto made a part hereof, to which the Board will contribute the full premium expense for single coverage in an amount not to exceed \$6.35 per month for each full-time certified Employee. The Board shall pay on behalf of any part-time Employee a pro-rated percentage of the full monthly insurance premium for single coverage. Employees desiring coverage for their eligible dependents shall assume the full premium cost thereof, which cost may be deducted from the salaries of such Employees. Employees electing dependent vision care insurance coverage must make such election not later than June 15, 2007, and such an election, once made may not be rescinded until July 1, 2008.

Section 10. An Employee who elects any dependent insurance coverage may not then elect single coverage until the beginning of the next insurance contract year, except in the event of the death of a dependent, divorce of the Employee or the loss of a dependent. An Employee who marries or acquires a dependent may elect dependent coverage at any time.

Section 11. The controlled self-funded program for the hospital and surgical insurance coverage and the dental coverage shall be administered as follows:

- (a) The balances in the Health/Dental Insurance Side Fund as of June 30, 2007, will be considered as the initial contribution to the insurance pool out of which the District will cover the self-funded benefits referred to in Sections 1, 3 and 5 of this Article XVI. Such insurance pool will be segregated from other District monies and will be used only for purposes of fulfilling the District's self-funding obligations hereunder. Blue Cross/Blue Shield of Iowa (Wellmark) will be hired to administer the self-funded plan and the administration fee, network access fee, aggregate excess loss charge, individual excess loss charge and the broker fee (all such fees and charges being hereinafter referred to as the "administrative fee") will be charged against the insurance pool. Blue Cross/Blue Shield will be accountable to an insurance committee consisting, among others, of the chief negotiators of the MEA and the District as well as one other MEA negotiator and the Superintendent of Schools of the District or the Superintendent's designee.
- (b) The insurance pool will accumulate from July 1, 2007 through June 30, 2008, and will consist of the initial contribution referred to in Section 11(a) above plus the designated amounts contributed by the District and by the Employees to the cost of the group hospital and surgical, prescription drug and dental benefit plans less the amounts paid to Blue Cross/Blue Shield as the

administrative fee and less claims against the pool.

- (c) After all charges to the insurance pool for the period July 1, 2007 through June 30, 2008, have been paid, any balance on hand in the insurance pool attributable to the participation of Employees covered by this Agreement will be disposed of by mutual agreement of the Marshalltown Education Association and the Board, for the exclusive benefit of Employees covered hereunder, after taking into account claims experienced during the twelve-month period, anticipated claims in the following year and other factors that may reasonably impact upon the amount available in the insurance pool. This determination will be considered as a mandatory subject of bargaining for the 2008-2009 master contract and will be subject to the impasse procedures of Chapter 20 of the Iowa Code, the same as any other mandatory subject of bargaining. In making such determination, both the District and the Marshalltown Education Association intend that Blue Cross/Blue Shield be consulted to insure that there shall remain in the insurance pool an amount reasonably considered to be at least adequate to cover the maximum anticipated claim exposure to the District during the ensuing contract year under the self-funding feature of the insurance program. (In the event other Employee groups join in the self-funded program described above -- thereby enhancing the sufficiency of the insurance pool as a result of increased participation -- any determination as to disposition of the insurance pool as described above in this Section 11(c) will be limited to the MEA participants' pro rata share of the pool, represented by the amount of contributions by or on behalf of MEA participants in comparison to the amount of contributions by or on behalf of all participants).
- (d) All funds comprising the insurance pool as of June 30, 2007, will remain in the pool and continue as a part of the same until further disposition as of June 30, 2008 in accordance with Section 11(c) above.

Section 12. Employees will continue to be given the opportunity, through a flexible benefit approach, to utilize a portion of their salaries on a pre-tax basis to cover any and all required Employee contributions to the premium cost of the medical, dental and vision insurance programs offered by the District and participated in by the Employee and to cover the Employee's deductibles, co-insurance and other out-of-pocket qualified medical, dental and vision expenses, as well as Employee expenses for dependent care.

ARTICLE XVII

SALARY AND SUPPLEMENTAL PAY SCHEDULE

Section 1. The salary schedule shall be increased for the 2007-2008 school year by \$1,085.00 from a B.A. base of \$26,325.00 to a B.A. base of \$27,410.00. Employees (other than those in the 3 year and Doctorate columns of the salary schedule) who have reached the top salary in their respective

columns of the salary schedule shall receive a supplemental longevity increment factor based upon the following:

- (a) Employees with 18 to 20 years of teaching experience of which at least ten (10) years shall be in the Marshalltown District will receive 6.5% of the B.A. base;
- (b) Employees with 21 to 23 years of teaching experience of which at least ten (10) years shall be in the Marshalltown District will receive 8.5% of the B.A. base;
- (c) Employees with 24 to 26 years of teaching experience of which at least ten (10) years shall be in the Marshalltown District will receive 10.5% of the B.A. base;
- (d) Employees with 27 or more years of teaching experience of which at least ten (10) years shall be in the Marshalltown District will receive 12.5% of the B.A. base.

The supplemental longevity increment factor for those Employees in the 3 year and Doctorate columns of the salary schedule who have reached the top salary in their respective columns and who have satisfied the years of service requirements set forth at subparagraphs (a), (b), (c) and (d) above shall be, respectively,

- (a) 5.5% of the B.A. base
- (b) 6.5% of the B.A. base
- (c) 8.5% of the B.A. base
- (d) 9.5% of the B.A. base.

The salary, longevity schedule and the salary index applicable during the 2007-2008 school year are attached hereto as Schedule B.

Section 2. The Supplemental Pay Schedule attached hereto as Schedule C will be in effect during the term of this Agreement. The Supplemental Pay Schedule sets forth the total additional compensation for the positions indicated, including, without limitation, any and all expended contract compensation paid for coaching positions during the 2007-2008 school year. The compensation for the assignments set forth in Sections A, B, C, D and E of the Supplemental Pay Schedule will be indexed (at the dollar amount specified in Schedule C) as a percentage of Step 2 of the B.A. lane (\$28,506.00) for the 2007-2008 school year and will be adjusted automatically thereafter from year to year as changes in the amount of Step 2 of the B.A. lane occur.

Section 3. New Employees being hired into the District with less than four (4) years teaching experience will be placed initially on Step 5 of the appropriate column on the salary schedule (Schedule B) and all current Employees on Step 4 or below will be advanced to Step 5.

ARTICLE XVIII**SPECIAL PROVISIONS RELATING TO PHASE I AND PHASE II**

Section 1. For the purpose of implementing Phase I of the program described in H.F. 499, which provides for a minimum annual salary of \$18,000.00 as the regular compensation for a full-time teacher, all full-time teachers employed by the Board will receive, for the 1991-1992 contract year, a salary supplement so as to increase the minimum annual salary to \$18,000.00. All teachers employed on less than a full-time basis will receive a prorated portion of such \$18,000.00 minimum annual salary. Such minimum annual salary shall apply so long as monies are provided by the State of Iowa for such purpose.

Section 2. For the purpose of implementing Phase II of the program described in H.F. 499, which provides for general salary increases based upon a distribution of funds from the state calculated on the basis of the 2007-2008 Phase II per pupil amount times the certified enrollment of the District, all full-time teachers employed by the Board whose regular annual compensation is equal to or greater than \$18,000 will receive a portion of the moneys available for distribution to teachers in Phase II in accordance with the following:

(a) Teachers who receive a minimum salary supplement under Section 1 above (Phase I of the program) will receive an amount under Phase II equal to the difference between the average amount paid per teacher under Phase II and the amount received as a minimum salary supplement under Section 1 above.

(b) There shall be allocated to each full-time equivalent teacher from the Phase II moneys available for distribution, with respect to the 2007-2008 school year, a sum determined by dividing fifty percent (50%) of such monies by the number of such teachers.

(c) The balance of moneys available for distribution under Phase II (i.e., the remaining 50%) shall be distributed to each full-time equivalent teacher in accordance with the salary index for the 2007-2008 contract year.

(d) Prior to calculating the funds available under Phase II for distribution to the teachers, there will be deducted the FICA and IPERS contributions required to be made by the Board with respect to the distributions to be paid under Phase II.

(e) Teachers will be paid quarterly on the first regular pay day following receipt of Phase II funds from the State of Iowa, provided such funds are received at least ten (10) working days prior to the regular pay day. If the funds are not received by the Board by such time, payment will be made to the teachers on the next following regular pay day. The Board is under no obligation to make any salary distributions under this Section 2 unless funds for said purpose are received by the Board from the State of Iowa.

ARTICLE XIX**COMPLIANCE CLAUSES AND DURATION**

Section 1. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

Section 2. Copies of this Agreement shall be printed as soon as reasonably possible following execution of the same with the expense of printing to be borne by the Board. Printed copies of the Agreement shall be distributed to all Employees now employed or hereafter employed and the Board shall provide the Association with 35 additional copies.

Section 3. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association to the Board at 317 Columbus Drive, Marshalltown, Iowa 50158.
2. If by the Board to the Association at 1701 Hillcrest Road, Marshalltown, Iowa 50158.

Section 4. This Agreement shall become effective as of the first contract day of the 2007-2008 school year and will continue in effect until the first contract day of the 2008-2009 school year, and shall continue in effect for successive school years thereafter unless on or before December 15, 2007, or on or before December 15 of any year thereafter, either party gives written notice, by certified mail, to the other party of its desire to modify or terminate this Agreement, in which event, automatic renewal shall be stayed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all as of the 29 day of May, 2007.

MARSHALLTOWN EDUCATION ASSOCIATION

By Connie Stansbury
Its President
By Matthew P. Tullis
Its Chief Negotiator

BOARD OF EDUCATION, MARSHALLTOWN
COMMUNITY SCHOOL DISTRICT IN THE
COUNTY OF MARSHALL, STATE OF
IOWA

By Armon M. Mumm
Its President
By R. J. Fyfe
Its Chief Negotiator

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
317 Columbus Drive
Marshalltown, Iowa 50158

PAYROLL DEDUCTION AUTHORIZATION FOR PROFESSIONAL DUES

(Date)

TO:

I hereby request and authorize the Board of Education of Marshalltown Community School District as my remitting agent to deduct the following professional dues from my earnings each month. It is understood that the total dues deduction will be divided into twelve (12) equal installments with the first deduction October 1 and the last on the following September 1. I understand that this payroll deduction authorization will not be altered during the course of the school year, but the same may be revoked by me at any time by thirty (30) days written notice to you.

My professional dues are as follows:

NEA Dues	\$ _____
ISEA Dues	\$ _____
UNISERV UNIT Dues	\$ _____
MEA Dues	\$ _____
_____	\$ _____
Total Dues	\$ _____

It is further understood that the Marshalltown Community School District does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above. Request must be submitted prior to September 10.

(Building Assignment)

(Employee's Signature)

FOR BUSINESS OFFICE USE ONLY

_____ \$ _____ 12 = \$ _____

Director of Finance

SCHEDULE A

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
2007-2008 SALARY SCHEDULE**

STEP	3 YR	BA	BA+15	MA	MA+15	MA+30	MA+45	DOCTORATE
BASE SALARY - \$ 27,410 -- TEACHERS WITH FOUR (4) OR LESS YEARS OF EXPERIENCE BEGIN ON STEP 5.								
5	24669	31796	33440	35633	37004	38374	39745	42486
6	25354	32892	34537	37004	38374	39745	41115	43856
7	26040	33988	35633	38374	39745	41115	42486	45227
8	26725	35085	36729	39745	41115	42486	43856	46871
9	27410	36181	38100	41115	42486	43856	45227	48516
10	28095	37278	39470	42486	43856	45227	46871	50160
11	28781	38374	40841	43856	45227	46871	48516	51805
12		39470	42211	45227	46871	48516	50160	53450
13		40841	43582	46871	48516	50160	51805	55094
14			45227	48516	50160	51805	53450	56739
15				50160	51805	53450	55094	58383
16						55094	56739	60028
17							57835	61673
LONGEVITY SCHEDULE BASED UPON AT LEAST TEN YEARS OF EXPERIENCE IN THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT								
18	30288	42623	47008	51942	53587	56876	59617	63180
19	30288	42623	47008	51942	53587	56876	59617	63180
20	30288	42623	47008	51942	53587	56876	59617	63180
21	30562	43171	47556	52490	54135	57424	60165	63454
22	30562	43171	47556	52490	54135	57424	60165	63454
23	30562	43171	47556	52490	54135	57424	60165	63454
24	31110	43719	48105	53038	54683	57972	60713	64002
25	31110	43719	48105	53038	54683	57972	60713	64002
26	31110	43719	48105	53038	54683	57972	60713	64002
27	31384	44267	48653	53587	55231	58520	61261	64276

Employees shall be placed on the salary schedule according to their education attained and their number of years of experience. Unless otherwise agreed to by the Board and MEA, new Employees being placed initially on the salary schedule shall receive full credit, up to a maximum of ten years, for teaching experience outside the Marshalltown Community School District. Except as may be otherwise provided in Article XV of the Master Contract, Employees may advance one step vertically on the salary schedule for each year of employment in the Marshalltown Community School district. An Employee may move horizontally on the schedule, to a corresponding step, upon completion of approved graduate semester hours as defined below, in accordance with the requirements of Section 3 of Article XV.

The educational lanes on the salary schedule signify attainment by an Employee of the educational levels indicated:

- BA - BA degree from a four year educational program at an approved college or university
- BA+15 - 15 approved graduate semester hours after receiving a BA degree
- MA - Masters degree from an approved masters level program at an approved college or university.
- MA+15 - 15 approved graduate semester hours after receiving an MA degree
- MA+30 - 30 approved graduate semester hours after receiving an MA degree
- MA+45 - 45 approved graduate semester hours after receiving an MA degree
- Doctorate - Doctors degree from an approved doctoral program at a university

All programs, educational institutions and hours of credit are subject to approval by the superintendent.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT2007-2008 Salary Schedule Index

Step	3 yr. Doctorate	B.A.	B.A.+15	M.A.	M.A.+15	M.A+30	M.A.+45	PhD
1	.80	1.00	1.06	1.14	1.18	1.22	1.26	1.35
2	.825	1.04	1.10	1.18	1.22	1.26	1.30	1.40
3	.85	1.08	1.14	1.22	1.26	1.30	1.35	1.45
4	.875	1.12	1.18	1.26	1.30	1.35	1.40	1.50
5	.90	1.16	1.22	1.30	1.35	1.40	1.45	1.55
6	.925	1.20	1.26	1.35	1.40	1.45	1.50	1.60
7	.95	1.24	1.30	1.40	1.45	1.50	1.55	1.65
8	.975	1.28	1.34	1.45	1.50	1.55	1.60	1.71
9	1.00	1.32	1.39	1.50	1.55	1.60	1.65	1.77
10	1.025	1.36	1.44	1.55	1.60	1.65	1.71	1.83
11	1.05	1.40	1.49	1.60	1.65	1.71	1.77	1.89
12		1.44	1.54	1.65	1.71	1.77	1.83	1.95
13		1.49	1.59	1.71	1.77	1.83	1.89	2.01
14			1.65	1.77	1.83	1.89	1.95	2.07
15				1.83	1.89	1.95	2.01	2.13
16						2.01	2.07	2.19
17							2.11	2.25
<hr/>								
18								
19	1.105	1.555	1.715	1.895	1.955	2.075	2.175	2.305
20								
21								
22	1.115	1.575	1.735	1.915	1.975	2.095	2.195	2.315
23								
24								
25	1.135	1.595	1.755	1.935	1.995	2.115	2.215	2.335
26								
27	1.145	1.615	1.775	1.955	2.015	2.135	2.235	2.345

2007-2008

SUPPLEMENTAL PAY SCHEDULE

2007-2008

The supplemental pay schedule will cover any and all individuals assigned the following duties and/or positions:

A. ATHLETICS/ACTIVITIES

HIGH SCHOOL

	28506	
	SALARY	INDEX
1. Head Football, Basketball and Wrestling-----	\$5,701	.2000
2. Head Baseball and Softball-----	4,490	.1575
3. Head Track-----	4,347	.1525
4. Head Swimming-----	4,025	.1475
5. Head Cross Country and Assistant of Football, Basketball and Wrestling-----	3,278	.1150
6. Head Volleyball and Soccer-----	3,663	.1285
7. Assistant Swimming, Baseball, Softball, Track, Soccer, and Volleyball-----	2,851	.1000
8. Head Golf, Tennis and Bowling-----	2,280	.0800
9. Assistant Golf and Tennis-----	1,710	.0600
10. Cheerleading (two persons with this title)-----	2,566	.0900
11. Assistant Cheerleading-----	1,710	.0600
12. MHS National Honor Society Advisor-----	1,140	.0400
13. High School Dance Team-----	2,280	.0800
14. Student Senate Sponsor (shared by at least two persons)-----	5,060	.1775
15. Open Assignment		
16. Open Assignment		

MIDDLE SCHOOL

17. Head Heavyweight and Lightweight Football, Volleyball, Basketball, Wrestling, Track, and Cross Country-----	2,166	.0760
18. Assistant Heavyweight and Lightweight Football, Volleyball, Basketball, Wrestling, Track, and Cross Country-----	2,004	.0703
19. Open Assignment		
20. Cheerleading-----	1,049	.0368
21. Pep Club Sponsor-----	428	.0150

B. MUSIC

1. Director and Coordinator of Instrumental Music Program-----	4,703	.1650
2. High School Vocal Music-----	3,777	.1325
3. High School Associate Instrumental Music Instructor-----	3,635	.1275
4. Assistant Instrumental Music Instructor (two persons with this title)-----	2,922	.1025
5. Director of Orchestra and String Instruments-----	2,922	.1025
6. Open Assignment		
7. Assistant Orchestra and String Director and Middle School Vocal Music Director-----	2,566	.0900
8. Guard Instructor (Dance/Flags)-----	1,767	.0620
9. Drum Line Instructor-----	1,497	.0525

C. DRAMATICS

1. High School Dramatics Coach (may be divided, if split assignments)-----	4,156	.1458
2. Middle School Dramatics Coach-----	1,471	.0516
3. High School Speech		
a. Director of IHSSA (two persons with this title)-----	855	.0300
b. Large Group Coach (two persons with this title)-----	1,212	.0425
c. Individual Event Coach-----	1,212	.0425
4. Thespian Society Sponsor-----	678	.0238
5. Musical Production Assistant (3 Maximum)-----	453	.0159
6. Drama Production Assistant (Middle School)-----	299	.0105
7. Musical Production Assistant Director (Senior High)-----	2,138	.0750
8. Forensics:		
a. Director of Forensics-----	998	.0350
b. Forensics Coach: Student Congress and Debate-----	2,166	.0760
c. Forensics Coach: Individual Events (NFL) (two persons with this title)-----	1,049	.0368
d. Forensics Coach: Mock Trial-----	1,212	.0425

D. PUBLICATIONS

1. Director of High School Yearbook-----	2,851	.1000
2. Director of High School Newspaper-----	1,710	.0600
3. Director of Middle School Publications-----	1,254	.0440

E. SPECIAL ASSIGNMENTS

1. Secondary Gifted and Talented Instructor-----	2,072	.0727
2. Human Equity Coordinator-----	1,425	.0500

F. MISCELLANEOUS (The following Assignments are not subject to the BA Index)

1. Director of Summer Driver Education Program-----	600	
2. Weight Training Supervisor-----	\$ 12.50/hour	
3. Auxiliary Coaching Position for athletic programs that have increased participation or need for extra supervision (safety). Position to be approved annually with recommendation of Athletic/Activities Director and Central Administration. Coaching Endorsement Required.-----	\$ 600 maximum	
4. Summer School Classroom Teacher and Driver Training Teacher for Behind-the-Wheel Instruction- An hourly rate determined by dividing the step and column where the Employee is placed on the Salary Schedule (but not higher than Step 7) by 1425.		

5. Extended Contract Pay - An hourly rate determined in the same manner as provided under paragraph 4 above for summer classroom teachers and behind-the-wheel instructors. Extended contract assignments are optional and teachers selected by the Administration to render extended contract services may refuse such assignments by notifying the Administration in writing of such rejection not later than ten (10) days after the Board approves the Master Agreement for the 2007-2008 school year.
6. Staff members whose duties are in more than one building or location, provided their assignment requires them to perform duties in more than one building or location during the school day. Staff member keeps mileage logs and receives 29 cents per mile. (Paid twice -- at end of first semester and at end of school year).
7. Any reduction in compensation by reason of absences from duty will be based upon the employee's rate of compensation at the time of the absence and will not take into account the Employee's supplemental pay unless the absence occurs during the time that the activity for which supplemental pay is provided is then being conducted.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICTGRIEVANCE REPORT

Copies of this form shall be distributed at the time answer is given to:

1. Marshalltown Education Association President
2. Employee
3. Building Principal
4. Superintendent

Building _____ Date _____

Grievant _____

STEP 2 – PRINCIPAL

A. Date and time alleged violation occurred _____

B. Date and time of verbal step _____

C. Clause(s) of contract alleged to be in question _____

D. Nature of Grievance _____

E. Remedy Requested _____

Signature of Grievant

DISPOSITION OF STEP 2

Date Received _____

Answer: _____

Signature of Principal

Date

STEP 3 – SUPERINTENDENT

Signature of Grievant _____

Date Received by Superintendent _____

Answer: _____

Signature of Superintendent or Designee

Date

STEP 4 – REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of MEA President _____

Date _____

BLUE RX DRUG PLAN**PRESCRIPTION DRUGS**

Drugs Covered: All drugs that are required under Federal Law to bear the label, "Caution: Federal Law prohibits dispensing without prescription." Injectable insulin, which does not require a prescription, is also covered.

Deductible: Up to \$5.00 per prescription or refill for a generic drug. Up to \$10.00 per prescription or refill for a non-generic drug. Deductible not eligible for Blue Cross-Blue Shield major medical deductible or co-insurance payment.

CARRIER**WILL NOT PAY FOR:**

Drugs for which the charge is less than the deductible.

Any contraceptive medicines or devices, regardless of use.

Any charge for administration of drugs.

More than a 34-day supply or 100 unit doses of a covered item, whichever is greater.

Any medication for which government reimbursement is available.

Drugs dispensed by other than a Retail Pharmacy.

Drugs received as an in-patient or out-patient in a hospital, nursing home, clinic or other similar institution.

**OTHER FACTS YOU SHOULD KNOW
ABOUT INSURANCE COVERAGE**

Family dependents include:

- A. Spouse
- B. Unmarried dependent children to age 19; unmarried dependent children who are full-time students regardless of age; and unmarried dependent children totally and permanently disabled prior to age 19 and who have been continually covered under the current insurance carrier's contract since prior to age 19. Dependency is determined by the guidelines used for tax purposes.

When a member is covered by more than one group type coverage, total payment by both carriers cannot exceed 100% of the cost of the prescription.

This schedule is a general description of coverage. It is not a statement of contract. Actual coverage is subject to the terms and conditions specified in the contract itself.

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
SELF-FUNDED DENTAL INSURANCE PLAN**

SPECIFIC BENEFITS		FUND PAYS	EMPLOYEE PAYS
A	Check-ups and Teeth Cleaning	100%	None
	Routine examinations at six (6) month intervals, including bite-wing x-rays at twelve (12) month intervals.		
	Full mouth x-rays once in any three (3) year interval unless special need is shown.		
	Teeth cleaning once every six (6) months.		
	Topical Fluoride applications as prescribed but not more than once in any twelve (12) month interval.		
B	Cavity Repair and Tooth Extractions	*80%	20%
	Emergency treatment for relief of pain.		
	Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic fillings).		
	Oral Surgery (tooth extractions and other oral surgery including pre and post-operative care).		
C	High Cost Fillings, Root Canals, Gum and Bone Diseases (Non-Surgical)	*80%	20%
	Gold fillings when other filling materials cannot be used. Crowns and jackets when necessary and fillings cannot be used.		
	Non-surgical treatment for gum diseases.		
	Root canal fillings.		
D	Dentures and Bridges	*50%	50%
	Bridges, partial dentures and complete dentures. (No coverage for lost or stolen dentures).		
E	Teeth Straightening	*50%	50%
	Treatment necessary for the proper alignment of teeth.		
F	Gum and Bone Disease (Surgical)	*50%	50%
	Surgical procedures necessary for treatment of disease of the gums and bone supporting the teeth.		

DEDUCTIBLES:

*Single: \$25.00 Per Year

*Family: \$25.00 per eligible family member per year of three (3) deductibles (\$75.00) per family per year.

(THERE IS NO DEDUCTIBLE ON BENEFIT "A").

SCHOOL PLAN I

MAXIMUM COVERAGE: Dental insurance fund will pay up to \$750 per eligible member per year for covered benefits A, B, C, D, and F and up to \$750 per eligible member per lifetime for covered Benefit E.

SCHEDULE F

Welcome to the

AVESIS VISION PLAN

Marshalltown CSD

You have joined millions of people who use Avesis to meet their vision care needs. This program has been specifically designed to provide you and your covered family members with quality, professional vision care, all at a tremendous savings to you!



In-Network Vision Benefits

Vision Examination

Frame (within plan allowance)

Spectacle Lenses

Standard Single Vision

Standard Bifocal

Standard Trifocal

Standard Lenticular

Contact Lenses

Elective (up to plan allowance)

Medically Necessary

**Covered
in Full**

after co-pay(s)

no co-pay for
contacts

Progressive lenses - up to 20% off retail, plus a \$50 allowance

Specialty lenses - up to 20% off retail, plus the corresponding standard lens payment

Lens Options¹

Laser Vision Correction²

Additional Purchases³

**Discounted
Items***

Benefit Frequency

Vision Exam
Spectacle Lenses
Frames
Contact Lens Allowance

Every 12 Months

Every 12 Months

Every 24 Months

Every 12 Months

*not insured benefits

¹ up to 20% off on all lens options (except Wal-Mart)

² 5% - 25% off on laser vision correction

³ up to 20% off on all additional purchases or items not covered (except Wal-Mart)

Avesis

A National Vision and Dental Company

Underwritten by: Fidelity Security Life Insurance Company, Kansas City, MO
Policy #: VC-16, Form M-9059

Plan Allowances

FRAME

Members receive any frame with an approximate retail value between **\$100 - \$150** (up to a \$50 wholesale allowance).

Frames from participating Wal-Mart locations are covered up to a \$68 retail value. The calculation of frame pricing may vary at certain retail locations because of availability and volume discounts offered.

CONTACT LENSES

(In lieu of spectacle lenses and frames)

Members receive a contact lens allowance of **\$130** which can be used for materials and services.

Co-pays

Vision Examination	\$10.00
Materials	\$10.00

Rates

All rates are paid in full by your employer



Out-of-Network Reimbursement

EXAM	SPECTACLE LENSES	FRAME	CONTACT LENSES
\$40.00	Standard Single Vision	\$40.00 - \$45.00	Elective
	Standard Bifocal		Medically Necessary
	Standard Trifocal		
	Standard Lenticular		
	Progressive		
	Specialty Lenses	Corresponding Standard Lens Reimbursement	

All reimbursement amounts listed above are up to the posted dollar amount.

Effective Date: 7/1/2007

Group Number:

Plan #:

WWW.AVESIS.COM

SCHEDULE G



HOW TO USE YOUR BENEFITS

When you need to see an eye care professional, simply call Avesis, Monday through Friday, 7AM to 6PM (MST) at 1.800.828.9341 or visit www.avesis.com. Avesis' Customer Service Representatives and its website have the most current listing of participating providers.

- 1 Select a participating provider
- 2 Call and identify yourself as an Avesis member
- 3 Schedule an appointment
- 4 Present your ID Card and pay any co-pays and expenses not covered under the vision program

LOOKING FOR A LASIK PROVIDER?

Avesis has contracted with participating providers to provide significant discounts for LASIK surgery. You may call 1.888.314.4619 for additional information or to locate a participating provider in your area.

OUT-OF-NETWORK INFORMATION

Members who elect to use an out-of-network provider must pay the provider in full at the time of service and submit a claim to Avesis for reimbursement. Reimbursement levels are in accordance with the out-of-network reimbursement schedule previously listed. Out-of-network benefits are subject to the same eligibility, availability, frequency of benefits, and limitation and exclusion provisions of the plan, and are in lieu of services provided by a participating Avesis provider. Out-of-network claim forms can be obtained by contacting Avesis' Customer Service Center, your group administrator or by visiting www.avesis.com.

Some provisions, benefits, exclusions or limitations listed herein may vary depending on your state of residence.

Limitations: This plan is designed to cover eye examinations and corrective eyewear. It is also designed to cover visual needs rather than cosmetic options. Should the member select options that are not covered under the plan, as shown in the schedule of benefits, the member will pay a discounted fee to the participating Avesis provider. Benefits are payable only for services received while the group and individual member's coverage is in force.

Exclusions: There are no benefits under the plan for professional services or materials connected with and arising from: 1) Orthoptics of vision training; 2) Subnormal vision aids and any supplemental testing; 3) Plano (non-prescription) lenses, sunglasses; 4) Two pair of glasses in lieu of bifocal lenses; 5) Any medical or surgical treatment of eye or support structures; 6) Replacement of lost or broken lenses, contact lenses or frames, except when the member is normally eligible for services; 7) Any eye examination or corrective eyewear required by an employer as a condition of employment; 8) Services or materials provided as a result of Workers Compensation Law, or similar legislation, required by any governmental agency whether Federal, State or subdivision thereof.

Notes and Disclaimers: Dilation is covered in full based on the following conditions: central vision loss, photopsia, floaters, history of ocular surgery, history of ocular trauma, history of ocular disease high myopia or diabetes. If the following conditions do not apply, members will receive Avesis' Preferred Pricing (20% off retail).

The contact lens allowance may be used all at once or throughout the plan year as needed or may be applied toward contact lenses only, or both contact lenses and professional services (fitting fees).

Laser vision correction is considered Refractive Surgery, an elective procedure, and may involve potential risks to patients. Avesis is not responsible for the outcome of any refractive surgery.

Only one co-pay applies to either frame or lenses.

Termination Provisions: Coverage will end on the earliest of: the date the policy ends, the date the employee's employment ends, or the date the employee is no longer eligible.

WWW.AVESIS.COM

Insured benefits are administered by Avesis Third Party Administrators, Inc., Phoenix, AZ

Avesis

A National Vision and Dental Company

Avesis Customer Service 1.800.828.9341

**GROUP HOSPITALIZATION AND SURGICAL INSURANCE PLAN
ALLIANCE SELECT PLAN**

SCHEDULE OF BENEFITS

Deductible (Single/Family)	\$100/\$200 (All Services <u>except</u> office calls)
Co-Payment Rate	90%/10% Select Provider 80%/20% Non-Select Provider
Maximum Out-of-Pocket (Single/Family)	\$100/\$200
Lifetime Maximum Benefits	\$2,000,000
Dependent Coverage	Unmarried to Age 19 or Full-Time Student
Specific Features/Coverages:	
Office Call	90%/10% no deductible
Regular Physicals	90%/10% no deductible
Routine Immunizations	90%/10% no deductible
Well-Baby Care	90%/10% no deductible
Surgery	100% after deductible
Maternity	100% after deductible
Emergency Room	100% after deductible
Outpatient Services	100% after deductible
Nervous Mental (Inpatient)	30 visits
Nervous Mental (Outpatient)	60 visits
Mammograms	90%/10% no deductible whether performed in hospital or doctor's office

ACTIVE EMPLOYEES AND SPOUSES AGE 65 AND OLDER: If you have chosen Medicare as your primary insurer, the insurance carrier will not be liable for benefits. If you have chosen the insurance carrier as your primary insurer, the insurance carrier will provide benefits as described.

RETIRED BENEFITS: Benefits will be coordinated with Medicare.

COBRA: You and your dependents who are covered by the health plan may be eligible to elect continued coverage for up to 18 months or 36 months if you have a qualifying event (separation from employment, employee's death, divorce, child ceasing to be a qualified dependent). If one of these events occur, see your plan administrator to determine your rights.

MEDICALLY NECESSARY: The insurance carrier requires that your treatment be medically necessary. That is: treatment is required and appropriate for your condition...treatment is consistent with professionally recognized standards of health care...that costs are not excessive in comparison with other services available which would be as effective in the treatment of your condition. The fact that your physician may prescribe, order, recommend, or approve treatment, does not necessarily mean that the treatment is medically necessary.

Other detailed benefits are covered in a brochure to be provided by the insurance carrier.

Health/Rx	Blue Advantage Alternate
Provider Choice	WHPI Network only -PCP
Annual Deductible	\$250/\$500
Copayment	\$15
Coinsurance	20%
Out of Pocket Maximum	\$500/\$1000
Lifetime Maximum	\$2 million
PPO Physicians Office	Coinsurance applies
Routine Physicals	One per benefit period includes separate ob/gyn exam
Mammograms	One per benefit period
Routine Pap Smears	Covered
Immunizations	Covered
Well Child Care/Newborn Care	Covered According to Mandate
Vision Exam	Not Covered
Hearing Exam	Not Covered
Chiropractic	Covered as Medically Necessary
Hospital Charges	Subject to Deductible/Coinsurance
Pre-Post Natal Care	Covered in full
Mental Health/Chemical Dependency	30 IP Days per Benefit Period / 60 OP Days per Benefit Period
Infertility Treatment	Covered up to \$15000 lifetime maximum
Prescription Drugs	No Deductible \$5/\$20 Copayment DAW applies
Smoking Cessation	Covered
Contraceptives	Covered According to Mandate

WELLMARK BLUE ADVANTAGE**Distribution of Benefits****SINGLE INSURANCE:**

District Share of Single Insurance	\$514.00	per month
Cost of Blue Advantage	\$426.00	per month
Benefit as TSA to Employee	\$88.00	per month
	\$1,056.00	per year

FAMILY INSURANCE:

Cost of Family Blue Advantage	\$1,090.00	per month	Cost of Family Alliance Select	\$1,316.00	per month
District Share of Family Insurance	\$919.00	per month	District Share of Family Insurance	\$919.00	per month
Employee Share of Blue Advantage	\$171.00	per month	Employee Share of Alliance Select	\$397.00	per month
	\$2,052.00	per year		\$4,764.00	per year

Premium Savings to Employees:

Alliance Select Cost	\$397.00	per month
Blue Advantage Cost	\$171.00	per month
Net Premium Savings	\$226.00	per month
	\$2,712.00	per year